

STANDARD TERMS & CONDITIONS FOR THE SALE OF GOODS BY
MICROWORLD YORKSHIRE LTD

1. GENERAL

All orders are accepted and goods supplied subject to the following express terms and conditions which apply to the exclusion of any other terms that the Customer (as defined below) seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealings and save to the extent that the exclusion of restrictions of liability may be prohibited by statute, all other conditions, warranties and representations or implied and statutory or otherwise, except as to title, are hereby excluded. Any order placed by a Customer shall constitute an offer to contract upon these express terms and conditions, and no addition thereto or variation therefrom whether contained in the Customer's order or otherwise shall apply unless expressly agreed in writing by the Company's authorised representative.

2. DEFINITIONS

"The Company" means Microworld Yorkshire Limited.

"The Customer" means the person to whom the Company may agree to sell goods in accordance with these terms and conditions.

"The Goods" means the articles of things or any of them or any part of them to be provided by the Company in accordance with these terms and conditions.

3. ORDERS

All orders are subject to availability of the goods and to written acceptance by the Company's authorised representative. Any prior confirmation by the Company by fax, email or telephone shall be deemed to be provisional only.

4. PRICES

- (a) Catalogues, price lists and other advertising literature or material as used by the Company are intended only as an indication to price and range of goods offered and no prices or other particulars contained therein shall be binding on the Company.
- (b) All quoted or listed prices are based on the cost to the Company of supplying the Goods to the Customer and if before delivery of Goods there occurs any way of such costs in respect of Goods which have not yet been delivered the price payable shall be subject to amendment without notice at the Company's discretion.

5. MANUFACTURER'S SPECIFICATION

The company will not be liable in respect of any loss or damage caused by or resulting from any variation for whatever reason in the Manufacturer's specification or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. The Company will endeavour to advise the Customer of any such impending variation as soon as it receives notice thereof from the Manufacturer.

6. CARRIAGE AND DELIVERY

Except as in accordance with the Company's catalogue, prices do not include delivery charges to the Customer, and the Company reserves the right to levy a charge for delivery to any destination advised by the Customer and as stated in the order.

Any dates quoted for delivery are approximate only and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a force majeure events (as detailed in clause 12) or the Customer's failure to provide the Company with adequate delivery instructions.

7. PASSING RISK AND PROPERTY

- (a) Risk in the Goods shall pass to the Customer on delivery.
- (b) Property in the Goods shall remain in the Company until payment in full thereof has been made by the Customer.
- (c) If payment in full is not made in accordance with the Company's standard conditions of sale the Company may require the Customer to return the Goods forthwith and if the requirement is not immediately complied with the company shall be entitled at any time and without notice to retake the possession of the whole or any part of the Goods (and for that purpose to enter the premises occupied by the Customer and sever of the Goods from anything they are attached to without being responsible for any damages thereby caused) without prejudice to any other remedy that may be available to the Company.
- (d) Until title to the Goods has passed to the Customer, the Customer shall store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property.

8. DEFECTS AND USE

Save as herein expressly provided, and save to the extent that the exclusion or restriction of liability by statute, the Company shall not be liable for any loss of whatsoever nature or to whomsoever or whatsoever caused arising out of the use of Goods. The Customer shall indemnify the Company against claims made against the Company by any third party in respect thereof. Unless otherwise agreed

- (a) Where the goods are rejected by the Customer as not being in accordance with the Customer's order the Company will only accept the return of such Goods provided that it receives written notice thereof, giving detailed reasons for rejection, within 7 days of receipt of the Goods by the Customer, and is such notice is not received by the Company with the said period of 7 days the Goods shall be deemed to have been accepted by the Customer. The Company will not consider any claim for compensation, indemnity, or refund until liability if any has been established or agreed with the Manufacture and where applicable the insurance Company and under no circumstances shall the invoices costs of the Goods be deducted or set off by the Customer until the Company has passed a corresponding credit note and
- (b) In the case of defects or faulty workmanship in the Goods or any part thereof the Customer shall not be entitled to receive any compensation, credit or refund in excess of that received by the Company under any guarantee or warranty given to it by the manufacturer of the supplier thereof.

9. PRICE AND PAYMENT

The price of the Goods shall be the price set out in the order or, if no price is quoted, the price set out in the Company's published price list in force at the date of delivery. Unless otherwise specifically negotiated and agreed in writing by the Company, all accounts are payable on delivery. The price of the Goods is exclusive of amounts in respect of VAT.

10. DESPATCH

Any times quoted for despatch are treated as estimates only and without prejudice, although every endeavour will be made by the Company to adhere to them. Quotations or offers of goods ex-stock are subject to the Goods being unsold at the time of receipt from the Customer's written order. All despatch dates are calculated from the date of acceptance from the Customers written order.

11. CUSTOMERS DEFAULT AND CANCELLATIONS AND RE-SCHEDULING OF DELIVERIES

- (a) If the Customer shall make default in or commit any breach of any of its obligations to the Company or if the Customer being an individual (or when the Customer is a firm, any partner in that firm) shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall purport to do so if in Scotland he shall be made insolvent or not or bankrupt or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of his estate or a Trust Deed shall be granted by him on behalf of his creditors or the Customer being an incorporated body, any resolution or petition to wind up its business shall be passed or presented otherwise that for reconstruction or amalgamated or if a liquidator or receiver or manager of such corporate body or its undertaking property or assets or any part thereof shall be appointed or if the Customer shall be insolvent or shall be unable or shall admit its inability to meet its commitments promptly as and when due the Company shall have the right (without prejudice to any further or other claims or right which the Company might have) forthwith to cancel any uncompleted order or to cancel or suspend delivery and not withstanding any other provisions of the Company's standard conditions of sale, payments for any delivery already made shall immediately become due.
- (b) Requests by a Customer of any order or for re-scheduling of deliveries will only be considered by the Company if made in writing, and shall be subject.

12. FORCE MAJEURE

The Company shall not be liable for the cancellation by it or any order or any fulfilled part thereof or for effecting partial delivery or performance by the Company is prevented or delayed whether directly or indirectly by any cause whatsoever beyond the reasonable control of the Company whether such cause existed or was foreseeable at the date of acceptance of the Customer's order by the Company or not and without prejudice to the generality of the foregoing any cause shall be deemed to prevent, hinder or delay the Company if the Company is thereby prevented, hindered or delayed from fulfilling other commitments whether to the Customer or third parties.

13. NON-STANDARD GOODS

Unless otherwise agreed the Goods are supplied in accordance with the Manufacturers standard specifications. The Company reserves the right to increase its quoted or listed price or the charge accordingly in respect of any orders accepted for products of non-standard specifications and in no circumstances will it consider cancellation of such orders or the return of the Goods.

14. SEVERABILITY

If and to the extent that any provision or a part of the provision of the Company's standard conditions of sale is illegal, void or unenforceable for any reason, then such provision or part thereof (as the case may be) shall be deemed to be severable from the remaining provisions shall remain in full force and effect.

15. WAIVER

The waiver by the Company or any breach of any term hereunder shall not prevent the subsequent enforcement of that term, and shall not be deemed a waiver of any subsequent breach.

16. SOFTWARE

- (a) All software, including related documentation, is supplied under license of the applicable proprietary owner. TITLE OR OWNERSHIP TO SOFTWARE DOES NOT TRANSFER TO THE CUSTOMER UNDER ANY CIRCUMSTANCES.
- (b) It is the sole responsibility of the Customer to comply with any terms and conditions of licence attaching to software supplied and delivered by the Company and the Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software license or having the same revoked by the proprietary owner.
- (c) All software delivered hereunder is supplied "as is" and the sole obligation of the Company in connection with the supply of software is to obtain and supply a corrected version from the manufacture concerned in the event such software fails to conform to its product description or proves in any way to be defective PROVIDED ALWAYS that the Customer notifies the Company of any defect or non-conformance to product description within 30 days of the date of delivery of the applicable software.

17. LIMITATIONS OF LIABILITY

17.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) defective products under the Consumer Protection Act 1987.

17.2 Subject to clause 17.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods as stated in the order.

18. ASSIGNMENT

- (a) The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this agreement without the prior written consent of the Company.

19. GOVERNING LAW

Any dispute arising out of or in connection with these terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.

20. JURISDICTION

Each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these terms and conditions.